

## Fill in this information to identify the case:

Debtor 1 Darla J. Heintz

Debtor 2 \_\_\_\_\_

(Spouse, if filing)

United States Bankruptcy Court for the District of MARYLANDCase number 19-14389

## Official Form 410S1

## Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: MTGLQ INVESTORS, L.P.Court claim no. (if known): 3-1

Last 4 digits of any number you use to identify the debtor's account: 5922

Date of payment change: 12/1/2019

Must be at least 21 days after date of this notice

New total payment: \$882.23

Principal, interest, and escrow, if any

## Part 1: Escrow Account Payment Adjustment

## 1. Will there be a change in the debtor's escrow account payment?

☐ No.☒ Yes.

Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

\_\_\_\_\_

Current escrow payment: \$473.84New escrow payment: \$334.57

## Part 2: Mortgage Payment Adjustment

## 2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No☐ Yes.

Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

\_\_\_\_\_

Current interest rate:

New interest rate:

Current principal and interest payment:

New principal and interest payment:

## Part 3: Other Payment Change

## 3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No☐ Yes

Attach a copy of any document describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment

New mortgage payment:

Debtor 1 Darla J. Heintz

Print Name

Middle Name

Last Name

Case number (if known) 19-14389**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor

☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Erin Elam Date 10/28/2019  
Signature

Print Erin Elam Title Authorized Agent for Creditor  
First Name Middle Name Last Name

Company RAS Crane, LLC

Address 10700 Abbott's Bridge Road, Suite 170  
Number Street

Duluth GA 30097  
City State ZIP Code

Contact Phone 470-321-7112 Email eelam@rascrane.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on October 28, 2019

I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

JEFFREY M. SIRODY  
JEFFREY M. SIRODY AND ASSOCIATES, P.A.  
1777 REISTERSTOWN ROAD  
SUITE 360 E  
BALTIMORE, MD 21208

ROBERT S. THOMAS, II  
300 E JOPPA ROAD, SUITE 409  
TOWSON, MD 21286

DARLA J. HEINTZ  
1522 IVY WOODS LANE  
WESTMINSTER, MD 21158

RAS Crane, LLC  
Authorized Agent for Secured Creditor  
10700 Abbott's Bridge Road, Suite 170  
Duluth, GA 30097  
Telephone: 470-321-7112  
Facsimile: 404-393-1425

By: /S/ Kamari Cook  
KCook@Rascrane.com

ANNUAL ESCROW ACCOUNT  
DISCLOSURE STATEMENT

LOAN NUMBER: [REDACTED]

DATE: October 4, 2019

[REDACTED]  
  
DARLA J HEINTZ  
THOMAS C HEINTZ  
1522 IVY WOODS LN  
WESTMINSTER MD 21158-1547

	Previous Payment	New Payment Effective 12/01/19
PRINCIPAL AND INTEREST	\$547.66	\$547.66
ESCROW	\$359.86	\$334.57
SPREAD	\$55.76	\$0.00
TOTAL PAYMENT	\$963.28	\$882.23
CURRENT ESCROW BALANCE	-\$12,217.57	

## COMING YEAR ESCROW PROJECTION

The purpose of the Coming Year Escrow Projection is to determine the lowest balance "Low Point" to which your escrow account will decline over the upcoming year. The purpose of the Low Balance Summary is to compare the projected and allowable low point amounts. If the projected low point is greater than the allowable low point (\*), there is a surplus. If the surplus is \$50.00 or greater, it will be automatically refunded to you. If the surplus is less than \$50.00, we have lowered your payment accordingly. If the projected low point is less than the allowable low point(\*), there is a shortage and/or deficiency which will be recovered by an adjustment to your monthly payment over a specified number of months. The adjustment amount(s) appears in the Low Balance Summary and New Payment Information.

ANTICIPATED ESCROW DISBURSEMENT		MONTH	PAYMENTS TO ESCROW	DESCRIPTION	PAYMENTS FROM ESCROW	CUR BAL PROJECTION	REQ BAL PROJECTION
HOMEOWNERS INS	1,022.00			BEGINNING BALANCE		1,842.22	1,792.26
CNTY COLL BY O	1,535.22	12/19	334.57	CNTY COLL BY OT	-1,457.69	719.10	669.14 *
CNTY COLL BY O	1,457.69	01/20	334.57		.00	1,053.67	1,003.71
		02/20	334.57		.00	1,388.24	1,338.28
		03/20	334.57		.00	1,722.81	1,672.85
		04/20	334.57		.00	2,057.38	2,007.42
		05/20	334.57	HOMEOWNERS INS	-1,022.00	1,369.95	1,319.99
		06/20	334.57		.00	1,704.52	1,654.56
		07/20	334.57		.00	2,039.09	1,989.13
TOTAL DISBURSEMENTS DIVIDED BY 12 MONTHS	4,014.91	08/20	334.57		.00	2,373.66	2,323.70
MONTHLY ESCROW DEPOSIT	334.57	09/20	334.57	CNTY COLL BY OT	-1,535.22	1,173.01	1,123.05
		10/20	334.57		.00	1,507.58	1,457.62
		11/20	334.57		.00	1,842.15	1,792.19
TOTAL			4,014.84		-4,014.91		
LOW BALANCE SUMMARY							
PROJECTED LOW POINT	719.10						
ALLOWABLE LOW POINT	669.14						
SURPLUS	49.96						
ESCROW ADJUSTMENT FOR 12 MONTHS	4.16						
SHORTAGE	.00						
ESCROW ADJUSTMENT FOR 12 MONTHS	.00						
The cushion allowed by federal law (RESPA) is two times your monthly escrow payment (excluding MIP/PMI), unless state law specifies a lower amount.							

## IMPORTANT MESSAGES

NMLS # [REDACTED]

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT AND KEEP THE TOP PORTION FOR YOUR RECORDS

INTERNET REPRINT

SELENE<sup>®</sup>  
FINANCEDARLA J HEINTZ  
THOMAS C HEINTZ

## \*\*ESCROW SURPLUS

Your analysis has determined a surplus exists in your account, however our records reflect that your monthly mortgage payment has not been received. If you are currently in Bankruptcy and there is a pre-petition shortage remaining to be repaid through the Bankruptcy, you may or may not receive a refund at this time. Please contact our office regarding the surplus at 877-735-3637.

LOAN NUMBER

SURPLUS AMOUNT

\$49.96

# ESCROW ACCOUNT HISTORY

Loan Number: [REDACTED] Case 19-14389 Doc Filed 10/28/19 Page 5 of 5 Date: December 1, 2019

- ◆ This statement itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. The projections from your previous escrow analysis are to the left of the actual payments, disbursements and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- ◆ An asterisk (\*) indicates a difference from the projected activity in either the amount or date.
- ◆ When applicable, the letter "E" beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- ◆ Your projected low point may or may not have been reached based on one or more of the following factors:

## **PAYMENT(S)**

- Monthly payment(s) received earlier OR later than expected
- Monthly payment(s) received were less than OR greater than expected
- Previous overage was returned to escrow
- Previous shortage not paid entirely

## **TAXES**

- Tax rate and/or assessed value changed
- Exemption status lost or changed
- Supplemental/Delinquent tax paid
- Tax bill paid earlier OR later than expected
- Tax installment not paid
- Tax refund received
- New tax escrow requirement paid

## **INSURANCE**

- Premium changed
- Coverage changed
- Additional premium paid
- Insurance bill paid earlier OR later than expected
- Premium was not paid
- Premium refund received
- New insurance escrow requirement paid
- Lender placed insurance premium paid

MONTH	PAYMENTS TO ESCROW		DISBURSEMENTS FROM ESCROW		DESCRIPTION	ESCROW BALANCE	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
05/19	359.86	330.95		1,022.00 *	BEGINNING BALANCE	806.25	-10,653.20
06/19	359.86	330.95			HOMEOWNERS INS	1,166.11	-11,344.25
07/19	359.86					1,525.97	-11,013.30
08/19	359.86	330.95				1,885.83	-11,013.30
09/19	359.86		1,507.72	1,535.22 *	CNTY COLL BY OT	2,245.69	-10,682.35
10/19	359.86	E				1,097.83	-12,217.57<
11/19	359.86	E				1,457.69	-12,217.57
12/19	359.86	E	1,457.69			1,817.55	-12,217.57
01/20	359.86	E				719.72<	-12,217.57
02/20	359.86	E				1,079.58	-12,217.57
03/20	359.86	E				1,439.44	-12,217.57
04/20	359.86	E	1,353.00			1,799.30	-12,217.57
TOTALS	4,318.32	992.85	4,318.41	2,557.22		806.16	-12,217.57

Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed \$719.72 or 1/6th of the total anticipated annual disbursement from your escrow account, unless your mortgage documents or state law specifies a lower amount. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount. Under the Mortgage Contract or State or Federal Law, the targeted low point in your escrow account is \$719.72 and the actual low point balance was -\$12,217.57; the amount is indicated with an arrow (<).

## **Please note that:**

1. Selene, as servicer of your mortgage loan, is obligated to make all payments for taxes and insurance for which the escrow account is maintained and if any such payment is not timely, Selene will be responsible for making such payments including any penalties and interest and shall be liable for all damages to the mortgagor resulting from its failure to make timely payments;
2. In the event that a real property insurance premium notice is sent directly to you by the insurer, you have the obligation to promptly transmit such premium notice to Selene or our designated institution for payment. Failure to do so may jeopardize your insurance coverage and may excuse Selene from liability for failure to timely make such real property insurance payments.
3. You, as mortgagor, are obligated to pay one-twelfth of the annual taxes and insurance each month to Selene which will be deposited into a real property escrow account. However, when there is a deficiency or surplus in your escrow account, a greater or lesser amount may be required;
4. Selene will deposit the escrow payments into a banking institution whose deposits are insured by a federal agency; and
5. Selene cannot impose any fees related to the maintenance of the real property escrow account.

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

**For Servicemembers and their Dependents:** The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.